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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Central America Discussion Agreement
FMC Agreement No. 203-011075-071
(2nd Edition)

Third Revised Page No. 3

through rates, inland portions of through rates, joint rates, minimum rates, surcharges, arbitraries, volume rates, time/volume rates (including the aggregation of cargo under time/volume rates published in their respective tariffs), project rates, freight-all-kinds rates, volume incentive programs, loyalty arrangements or fidelity commission systems conforming to the anti-trust laws of the United States, consolidation, consolidation allowances, rates on commodities exempt from tariff filing, absorptions, equalization, substituted (alternate port) services, allowances, freight forwarder compensation, brokerage, the conditions determining such compensation or brokerage and the payment thereof, receiving, handling, storing, and delivery of cargo, designation of base ports and points, pick up and delivery charges, free time practices, detention, demurrage, container freight stations, port and inland container yards and container depots, terminals and other points of cargo receipt, vanning, devanning, furnishing equipment to or leasing equipment from shippers/consignees/ inland carriers/others, collection agents at destination, maintaining and distributing information and data and statistics and all other practices, rules, regulations, and matters ancillary to transportation of cargo moving within the scope of this Agreement, rules regarding the time and currency in handling of delinquent accounts and interest thereon. The Members will, to the extent required by law or as determined by them, publish and file their own separate tariff or tariffs.

5.02. The Members or any two or more of them are authorized to collect, exchange and discuss information relevant to the Trade or any portion thereof including, but not limited to, economic forecasts; past, present or expected future conditions in all or any portion of the Trade; their revenues, costs, profits and losses (including any specific revenue and/or cost items or elements); and information about rates or other terms by being offered by carriers in the Trade.

5.03. This Agreement does not authorize any common tariffs. All Members collectively, or any two or more Members separately, may jointly enter into service contracts for cargo moving in the Trade and the Agreement may adopt voluntary, non-binding guidelines relating to the terms and procedures of a Member's or Members' service contracts which shall be submitted to the Federal Maritime Commission confidentially. The Members are not required hereunder to agree upon, or if they do agree, to adhere to any uniform rates, charges, practices, conditions of service, or other decisions. Each Member shall designate a point or points of entry for receipt of all inter-party communications in connection with the operation of this Agreement.

5.04. The Members, or any two or more of them, are authorized to discuss, agree upon, enter into, amend, and terminate one or more contracts with third-party vendors for the provision of services to such Members, including collection of detention, demurrage, equipment damage, or other charges. Notwithstanding any contracts entered into pursuant to this Article 5.04, and in keeping with the voluntary, non-binding nature of this Agreement, each Member shall remain free to determine the amount of any charges to be collected on its behalf by a third-party vendor, as well as all terms and conditions relating to the application of such charges.

5.05. The Members, or any two or more of them, may meet in person, by telephone or by any other electronic means and exchange information, discuss and reach non-binding agreement with respect to any matter authorized by Article 5 hereof.